

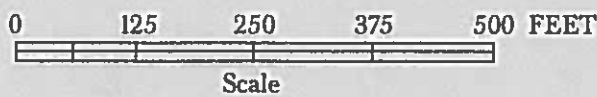
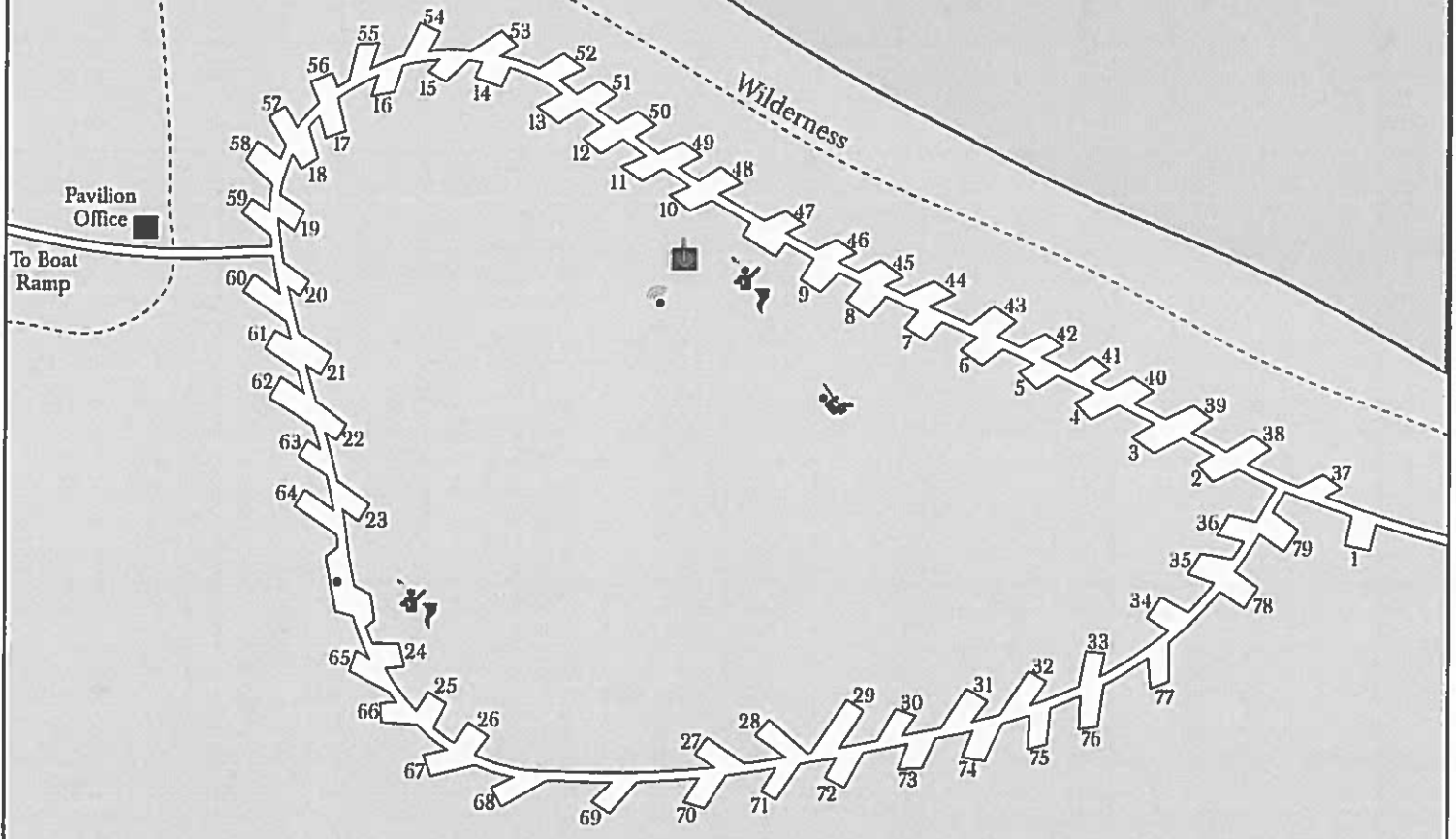
EXHIBIT A

LAKE BARKLEY CAMPGROUND



KENTUCKY STATE PARKS
"the nation's finest"

Kentucky
UNBRIDLED SPIRIT™

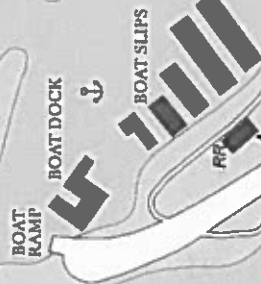


- Road
- Trail
- Playground
- Shower
- Horseshoe
- Dumpstation
- Amphitheater
- Storm shelter

LAKE BARKLEY STATE RESORT PARK



LAKE BARKLEY



BOAT DOCK
BOAT SLIPS
BOAT RAMP
FISH
CLEANING

FITNESS CENTER
WELLNESS POOL
TENNIS COURTS
HORSESHOE PITS

LODGE

CONVENTION CENTER

ILENA MADEIRA
(PHILLIPS) (6 miles)

FITNESS CENTER
(08 miles)

LITTLE RIVER
LODGE

BLUE SPRINGS
(1.3 miles)

301
302
303
304
305
306
307
308
309
310
311
312
313

COTTAGE AREA

Kentucky
UNBRIDLED SPIRIT™



SCALE



- | | | | |
|--|-------------|--|---------------|
| | Road | | Showers |
| | Trail | | Picnic area |
| | Building | | Campground |
| | Playground | | Amphitheater |
| | Marina | | Trailhead |
| | Restroom | | Storm shelter |
| | Scenic view | | |

BOAT RAMP

BASKETBALL
COURTS

BEACH

WAGON WHEEL (.3 miles)

PAVILION

BATHHOUSE

DUMP
STATION

CEDAR GROVE
(2 miles)

CAMPGROUND

WILDERNESS (2 mi.)

WILDERNESS (2.8 miles)

CURTIS
CEMETERY

WATER
TOWER

STABLE (.6 miles)

RIDING
STABLES

To U.S. 68, Airport
Golf Course, Trap Range

Map prepared by Donna Gilbreath, University of Kentucky
Map revised by Alex Ther (DOF)

EXHIBIT B

56,805 (C)

NO. DACW62-1-15-0363

PR-2154

**DEPARTMENT OF THE ARMY
LEASE TO STATES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
LAKE BARKLEY STATE PARK
BARKLEY DAM AND LAKE BARKLEY
TRIGG COUNTY, KENTUCKY**

THIS LEASE is made on behalf of the United States and the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **COMMONWEALTH OF KENTUCKY, DEPARTMENT OF PARKS**, hereinafter referred to as the Lessee,

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises, for Public Park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of **Twenty-Five (25) years**, beginning **May 1, 2015** and ending **April 30, 2040**.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee to **Commonwealth of Kentucky, Department of Parks, 11th Floor, Capital Plaza Tower, 500 Mero Street, Frankfort, Kentucky 40601-1974**; and if to the United States, to the **District Engineer, Attn: Chief, Real Estate Division, P.O. Box 1070, Nashville, Tennessee 37202-1070**, or as may from time to time otherwise be directed by the parties. Notice shall be

 **REAL PROPERTY
INVENTORY SECTION**

deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army," "District Engineer," "said officer" or "Lessor" shall include their duly authorized representatives. Any reference to "Lessee" shall include sublessees, assignees, transferees, concessionaires, and its duly authorized representatives.

5. DEVELOPMENT PLANS

a. The Lessee shall be guided by an implementing Plan of Recreation Development and Management (Development Plan) attached as **Exhibit "B"** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sublessees. The Lessee shall provide a copy of any amendment to the Development Plan before proceeding to implement any changes in the development or management of the leased premises. The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer.

b. During the term of the lease, the District Engineer will notify the Lessee of any updates to the existing project Master Plan affecting the premises and the Lessee may provide comments.

6. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, as required in the Condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

c. In addition to other applicable codes, the Lessee shall comply with the current editions of the National Fire Protection Association (NFPA) code 70, National Electric Code, ANSI/NFPA standard 303, Marinas and Boatyards, and other applicable codes and standards covering the type of facilities. Upon request by the District Engineer, the Lessee will provide a certification that all electrical installations on the premises have been inspected by a qualified individual and comply the applicable codes.

d. The Lessee will provide an annual certification that all electrical installation of the premises has been inspected by a qualified individual and comply with the applicable codes.

8. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the District Engineer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the District Engineer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sub-lessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this lease nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the District Engineer. The Lessee shall provide an annual statement of receipts and expenditures to the District Engineer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The District Engineer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the District Engineer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the District Engineer, or, at the election of the District Engineer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the District Engineer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner

whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the District Engineer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies or, if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the District Engineer be given thirty (30) days notice of any cancellation or change in such insurance.

c. The District Engineer may require closure of any or all of the premises during any period for which the sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property therefrom, and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the District Engineer, said property shall either become the property of the United States without compensation therefore, or the District Engineer may cause the property to be removed and no

claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation or termination of this lease in restoring the premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assigns.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the District Engineer.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the District Engineer. This lease may be revoked in the event the Lessee violates any of the terms and conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the District Engineer in the manner prescribed in the Condition on NOTICES.

22. HEALTH AND SAFETY

a. The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the District Engineer, upon discovery of any hazardous conditions on the premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected, the District Engineer will have the option to revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises. Specifically prohibited are the use of gambling devices, such as slot machines, video gambling machines, or other casino

type devices that would detract from the family atmosphere. District Engineers may allow the sale of state lottery tickets, in accordance with state and local laws and regulations, as long as the sale of tickets constitutes a collateral activity, rather than primary activity, of the Lessee. The Lessee shall not install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the District Engineer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. § 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to the lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written

assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below.

c. (1) A claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to written decision by the District Engineer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that:

- (i) The claim is made in good faith;
 - (ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and
 - (iii) The amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.
- (3) (i) If the Lessee is an individual, the certificate shall be executed by that individual.
- (ii) If the Lessee is not an individual, the certification shall be executed by:
- (A) A senior company official in charge at the Lessee's location involved;
- or
- (B) An officer or general partner of the Lessee having overall responsibility of the conduct of the lessee's affairs.

d. For Lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files as suit as provided in the Act.

f. At the time a claim by the lessee is submitted to the District Engineer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the District Engineer receives the claim, and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal or action arising under the lease, and comply with any decision of the District Engineer.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, include swage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from the District Engineer before any pesticides or herbicides are applied to the premises.

28. ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Condition of Property (ECP) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon is attached hereto and made a part hereof as **Exhibit "C"**. Upon expiration, revocation or termination of this lease, another EBS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the

District Engineer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

29. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the District Engineer and protect the site and the material from further disturbance until the District Engineer gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the District Engineer, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the District Engineer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees residing on the premises for security purposes, if authorized the District Engineer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

35. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat.1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

36. EXECUTIVE ORDER 13568

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

a. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under

section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

b. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

c. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the

contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

d. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

e. Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

f. Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (f)(1) (a) through (f) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- a. Name, address, and social security number
- b. The worker's occupation(s) or classification(s)
- c. The rate or rates of wages paid
- d. The number of daily and weekly hours worked by each worker
- e. Any deductions made
- f. Total wages paid

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour

Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

g. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

h. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

k. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

l. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment

m. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

37. SUCCESSION

This lease supersedes and is in lieu of Department of the Army Lease No. DACW62-1-79-0043.

IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this 4 day of February, 2016.



Michael T. Abernathy
District Chief of Real Estate
Real Estate Contracting Officer

ACKNOWLEDGMENT

STATE OF TENNESSEE)

: ss

COUNTY OF DAVIDSON)

On this 4th day of February, 2016, before me the undersigned Notary Public, personally appeared, Michael T. Abernathy, District Chief of Real Estate, Real Estate Contracting Officer, U.S. Army Corps of Engineers, Nashville District, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission Expires:

Dec 6, 2016





Notary Public

THIS LEASE is also executed by the Lessee this _____ day of _____, 2015.

COMMONWEALTH OF KENTUCKY



Secretary, Tourism, Arts and Heritage Cabinet



Attorney, Tourism, Arts and Heritage Cabinet



Secretary, Finance and Administration Cabinet



Attorney, Finance and Administration Cabinet

ACKNOWLEDGMENT

STATE OF Kentucky)
COUNTY OF Franklin) : ss

On this 11th day of January 2016, 2015, before me the undersigned Notary Public, personally appeared William M. Landrum III known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Spinda M. Mody
Notary Public # 489433

My Commission Expires:

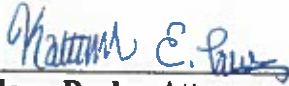
5.16.2017

THIS INSTRUMENT PREPARED BY:

A handwritten signature in blue ink, appearing to read 'Myles Barton', written over a horizontal line.

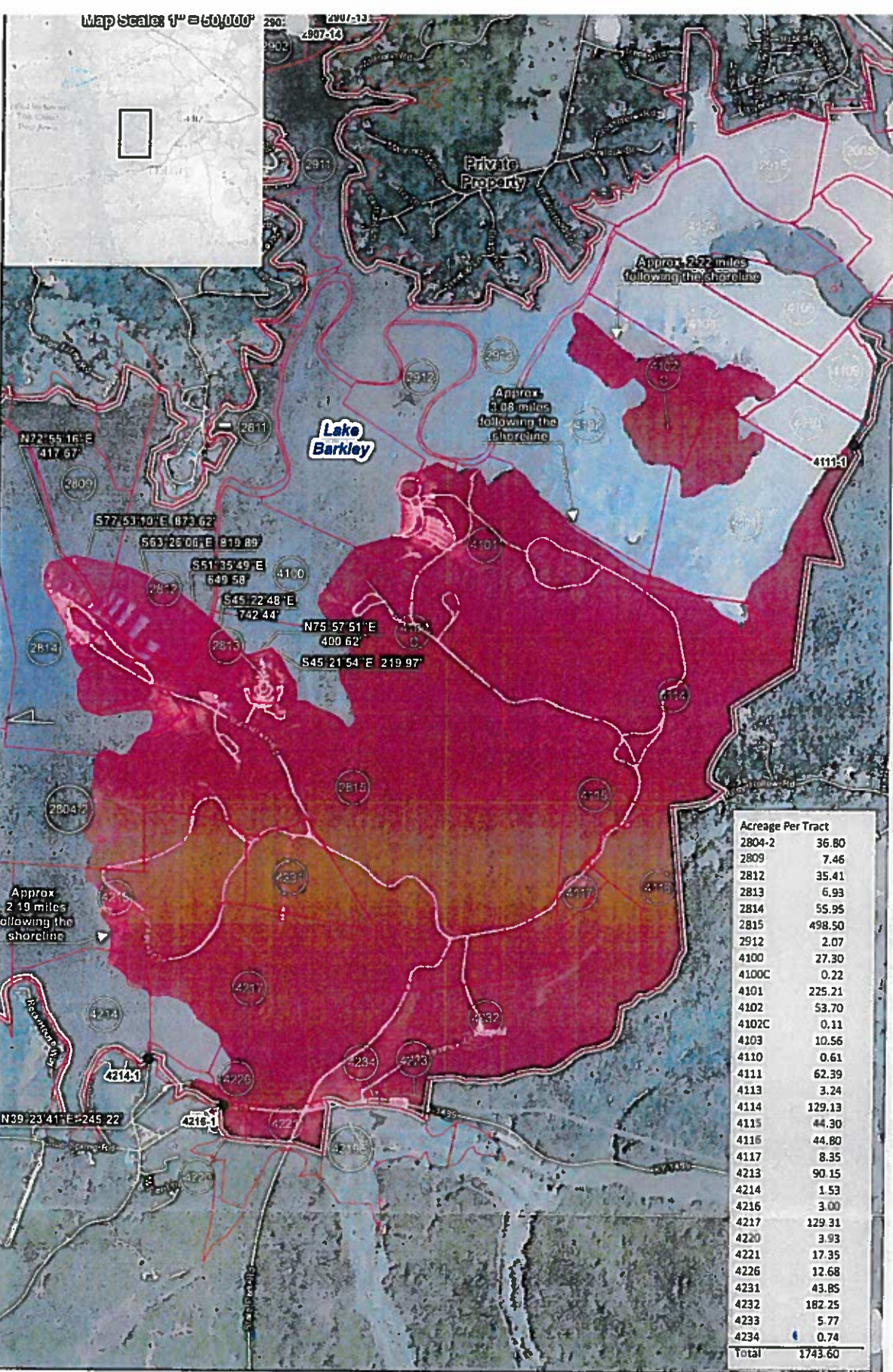
Myles Barton, Realty Specialist
U.S. Army Corps of Engineers
Phone Number (615) 736-2868

REVIEWED FOR LEGAL SUFFICIENCY BY:

A handwritten signature in blue ink, appearing to read 'Kathleen E. Parks', written over a horizontal line.

Kathleen Parks, Attorney
Telephone Number (615) 736-7640

Map Scale: 1" = 60,000'



Acreage Per Tract	
2804-2	36.80
2809	7.46
2812	35.41
2813	6.93
2814	55.95
2815	498.50
2912	2.07
4100	27.30
4100C	0.22
4101	225.21
4102	53.70
4102C	0.11
4103	10.56
4110	0.61
4111	62.39
4113	3.24
4114	129.13
4115	44.30
4116	44.80
4117	8.35
4213	90.15
4214	1.53
4216	3.00
4217	129.31
4220	3.93
4221	17.35
4226	12.68
4231	43.85
4232	182.25
4233	5.77
4234	0.74
Total	1743.60

Legend

- Monuments
- Tracts
- Government Boundary Line
- Lease = +/- 1743.60 ac

U.S. ARMY ENGINEER DISTRICT NASHVILLE DISTRICT CORPS OF ENGINEERS REAL ESTATE DIVISION	
SCALE 1" = 1700'	COUNTY Trigg Kentucky
DATE October 2015	MAPPER Cathy Kelth

Barkley Dam and Lake Barkley

Lease = +/- 1743.60 ac
DACW62-1-15-0363
to
Kentucky Department of Parks
for
Lake Barkley State Park

Exhibit "A"

**Development Plan
Lake Barkley State Resort Park**

1. Minimum facilities and services to be provided during the first year (January 1, 2015 — December 31, 2015) of the lease:

ITEMS:	COST:
1. Construct Wheel Chair Access Trail	\$ 38,600.00
2. Fitness Center Roof Maintenance	\$ 25,000.00
3. Install electrical service in campground	\$ 200,000.00
4. Cottage renovations	\$ 135,000.00
5. Pool filter replacement	\$ 95,000.00
6. Dining room deck replacement	\$ 50,000.00
Total estimated cost:	\$ 543,600.00

2. Minimum facilities and services to be provided during second year (January 1, 2016- December 31, 2016) of the lease:

1. Re-asphalt lower level parking lot	\$ 250,000.00
2. Room renovations	\$ 250,000.00
3. Beach maintenance	\$ 3,000.00
Total estimated cost:	\$ 503,000.00

3. Minimum facilities and services to be provided during third year (January 1, 2017- December 31, 2017) of the lease:

1. Dining room renovations	\$ 50,000.00
2. Wheel Chair Access Trail Extension	\$ 41,500.00
Total estimated cost:	\$ 91,500.00

4. Minimum facilities and services to be provided during the fourth year (January 1, 2018 – December 31, 2018) of the lease:

1. Construct New Playground \$ 84,900.00

2. General Maintenance \$100,000.00

Total estimated cost: \$184,900.00

5. Minimum facilities and services to be provided during the fifth year (January 1, 2019 – December 31, 2019) of the lease:

1. General Maintenance \$ 100,000.00

Total estimated cost: \$100,000.00

6. Minimum facilities and services to be provided during the sixth year (January 1, 2020 – December 31, 2020) of the lease:

1. Restore waterway from golf Course to Airport to include Habitat and landscape improvements \$1,000,000.00

2. General Maintenance \$ 100,000.00

Total estimated cost: \$1,100,000.00

Total Development: \$ 2,523,000.00

All proposed additions and improvements described in this Development Plan require prior notification, review and written approval of the District Engineer before commencement of construction. Attachment of this Development Plan as an exhibit to the Lease does not constitute prior approval of the construction plans relating to improvements described in this Development Plan.

ENVIRONMENTAL CONDITION of PROPERTY (ECP)

STATEMENT OF FINDINGS

LAKE BARKLEY STATE PARK

TRIGG COUNTY, KY

The information contained in this statement is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA) 42 U.S.C. 9620(h).

1. REAL PROPERTY TRANSACTION: This action consists of the outgranting of 1734.52 +/- acres of Federal Land acquired for the Barkley Dam and Lake Barkley Project for a State Park Lease to the Common Wealth of Kentucky affecting Tracts: 2804-2, 2809, 2812, 2813, 2814, 2815, 2912, 4100, 4100C, 4101, 4102, 4102C, 4103, 4110, 4111, 4113, 4114, 4115, 4116, 4117, 4213, 4214, 4217, 4220, 4221, 4226, 4231, 4232, 4233 and 4234.

2. COMPREHENSIVE RECORDS SEARCH: A records search was conducted in April 2015 included the following:

a. Real Property Historical File which included:

(1) Tract acquisition documents dated around the 1960 acquisition date

(2) Lease Contract No: DACW62-1-79-0043, Common Wealth of Kentucky, Lake Barkley State Park Lease

(3) Environmental Compliance Assessment, Cycle V, Lake Barkley State Park, 2013

b. Lake Barkley Project Master Plans

c. Internal record search by all Nashville District Divisions.

3. SITE DESCRIPTION: Lake Barkley State Park is a large resort facility that contains 1,734.52 +/- acres of Corps project lands supplemented by adjoining state-owned property. It is located on the southern shore of the Little River embayment of Lake Barkley and nine miles west of Cadiz, KY. There is the main Barkley Lodge with 120 lodging rooms, restaurant, gift shop, and two meeting rooms. The smaller Little River Lodge has 10 rooms and a suite. The separate convention center building can seat up to 900 guests. There are 13 rental cottages, campground with 78 sites and utility hook-ups, and indoor swimming pool and fitness center. The park has


Exhibit "C"

nine miles of hiking and mountain biking trails. Lake Barkley State Park operates an 18-hole golf course and trap range on state lands. There is a 4,800 foot paved airstrip three miles from the park. A full service marina with rental boats operates under a sublease agreement. The main entrance to the park is off Hwy. 68. This road is the central access route crossing the US Forest Service operated Land-Between-the-Lakes Recreation Area which is five miles west of the park. All grounds and facilities are operated and maintained by the Kentucky Department of Parks with the exception of the marina.


4. SITE INSPECTION: There was no site inspection performed specifically for this ECP; however, the site has been inspected several times by Real Estate and was inspected by Resource Management (Project) personnel for this Lease action. None of the inspections indicated evidence of hazardous materials being present. Discussion with personnel from the Project office found no actual or constructive knowledge of hazardous or toxic materials on the site proposed for granting the lease.


5. FINDINGS: The conclusion of this ECP is that no specific or unusual environmental concerns have been identified which is in excess of the reportable quantities listed in 40 CFR Part 373 or would significantly affect the outgranting of the subject property. The proposed real property transaction for the leasing of the lands requested to the Common Wealth of Kentucky may proceed as planned.

Prepared by:


Myles A. Barton
Team Leader, Management & Disposal Branch
Real Estate Division

Reviewed by:


Ashley N. Klimaszewski
Chief, Management & Disposal Branch
Real Estate Division


Michael T. Abernathy
District Chief of Real Estate
Real Estate Contracting Officer

Date: 2/4/16

Exhibit "C"

This section is provided as a reference for project managers, Real Estate Division and others who are responsible for reviewing leases. These include other nonfederal government agencies, nonprofit groups and commercial vendors who are operating facilities on Corps projects.

Because Corps projects are public lands, the Corps should monitor maintenance, visual and aesthetic content to assure that the intended design is kept at a high standard of quality.

When signs are placed on Corps projects by lessees, they should be placed in a way that conforms to the visual uniformity and communicative intent of the Corps Sign Standards program.

These guidelines are intended for both commercial, for-profit leases as well as public, nonprofit leases. Regardless of the type of agreement (cost share, leased concession or for other outgranted lands), the goal is to foster placement of signs on leased property that communicate effectively, are appropriate to the natural setting and are well-made and maintained.

These guidelines are not intended to place undue hardship on lessees, either commercial, nonprofit or other nonfederal government agency.

At the same time, it is recognized that the Corps does not have the resources to ensure that signs on leased premises will conform in all respects to the sign standards for Corps controlled land.

Accordingly, the following sections are intended as guidelines for plan review purposes rather than as absolute standards.

Types of Facilities

The various types of facilities where signs may appear include, but are not limited to:

Public/Nonprofit Facilities

- State parks
- County parks
- Municipal parks
- Federal lands and parks
- Wildlife management areas
- Conservation areas
- Historical sites

Semiprivate/Nonprofit Facilities

- Private campgrounds (church, YMCA, scouts, etc.)
- Organized sports (Little League, soccer clubs, etc.)

Commercial Areas and Concessions

- Restaurant
- Grocery store
- Gas station
- Tackle shop
- Sporting goods
- Marina
- Boat docks
- Marine services
- Guide services

Commercial Recreation Facilities

- Trailer parks
- Commercial campgrounds
- Amusement parks
- Winter sports facilities
- Rental cabins
- Lodges

Other

- Utility company facilities

All identification and directional signs placed at a leased site should be of a common design. Each sign should have a single purpose, with legend easily legible, colors consistent and placed within the viewers' cone-of-vision. They should be well-constructed and properly maintained.

The general intent is to maintain visual uniformity, prohibit commercial clutter, encourage a high level of safety awareness and quality signage that respects the surrounding environment and project setting. This is primarily accomplished by curtailing the use of commercialized advance directional signs, identifying commercial facilities in a generic manner, using natural materials and colors that are complementary to the setting and discouraging brilliant illumination of signs at night.

We also recognize the existence of words, names, symbols or designs that are used by the lessees and are recognized as logos or as marks: trademarks, service marks, certification marks or collective marks. Lessees may also participate in franchises or chains which require certain "trade dress" or business images. The display of these marks is limited to identification or directional signs which identify the facility with adopted trademarks. Additional display of logos, posters or panels that advertise specific food, drink, recreation and vehicle products that are available at the aforementioned facility shall not be displayed on signs. It is important to note that this section deals with signs only. Any other use of these marks is covered by the outgrant document.

In this section, general applications and guidelines are described by type of facility.

Roadway Signs

All roadway signs will conform to applicable federal standards (Section 9).

Outgrant or Concession Sign Plan

Prior to placement of any signs on leased property, the lessee must submit a complete sign plan for the proposed site as part of the overall development plan. This will be an attachment to the lease instrument. The sign plan for leased areas is not intended to place an undue hardship on lessees and does not have to have the same level of detail as that prepared by the Corps for its own areas.

The sign plan should follow the guidance provided in Section 3 and show the placement locations on site plans with attached documentation that describes: legend content, graphic formats, size, material fabrication, construction details, and a schedule showing how and when the signs will be maintained.

Although the look of the signs may differ from the prescribed Corps format, the general sign type classifications and viewing standards should be similar to the basic principles and guidelines described in Section 2. All signs should have a single purpose: to identify, to direct, to inform, or to warn. They should not be overly wordy, should be sized appropriately for the surrounding landscape and should be placed for easy viewing.

The primary function of developing and maintaining a sign plan is to encourage the lessee to design, plan and implement an entire sign program, instead of placing an amalgam of different signs on a one-at-a-time basis. The sign plan, like all preconstruction submittals, should be thorough enough to provide the Corps reviewer with the information needed to evaluate the plan effectively.

Lease Agreement

All new leases or renewals to existing leases must include a sign plan as part of the initial development plan and a schedule for implementation.

New Lease

The guidelines included in this section will be furnished to prospective lessees together with other lease requirements so they will have thorough knowledge of the requirements.

Existing Lease

Upon renewal of the lease agreement, signs at existing leased sites, facilities or projects must be in compliance with these guidelines.

General Guidelines for Review and Approval of Sign Plans

Because there are many different types of lease and cost share agreements possible, it is difficult to prescribe specific guidelines for all locations or applications. There are, however, some common sense principles that apply; most notably, "less is more." Signage that is generic in character and appropriately

sized will generally be just as effective in attracting the viewer as are signs that are large and highly commercial. Tastefully designed and well-executed signage at a concession that appears to be professionally managed will help maintain the quality of the area and attract customers.

Whether signs are to be located inside a self-contained commercial facility or on an established roadway, consideration for the aesthetic and safety features should be given to each sign proposal. Regardless of conditions off the project, signs on Corps projects should set high standards for design quality and respect for the visual environment.

Corps Management with Charge-Back

Some projects have developed charge-back mechanisms whereby the Corps installs and maintains all signs at a lessee's installation, either public or commercial; the lessee is then charged back for the cost of the signs, including administration fees and ongoing maintenance service as required.

This method helps to maintain the integrity of the Corps Sign Standards throughout the project. If these signs are purchased from established Corps suppliers, the cost to the lessee will be competitive with signs of equal quality purchased from local suppliers. The main advantage is that should the lease agreement be terminated, the Corps or new lessee will not be required to completely resign the facility prior to taking over responsibility for management.

Conclusion

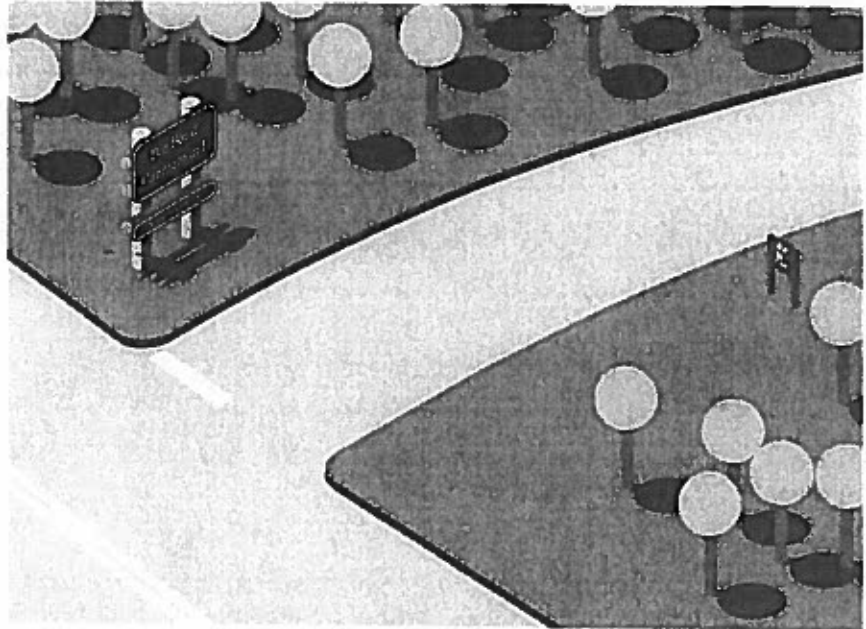
Signage to be placed on leased areas should be reviewed on a case-by-case basis and installations monitored to determine that design intent is met.

Questions or problems that arise in the process of implementing this guideline should be directed to the district Sign Program Manager.

Suggested Sign Criteria and Design Guidelines

Suggested guidelines for signing the three basic types of facilities or areas under outgrant or commercial lease agreements are described in the following section.

This example shows the identification of a state operated campground with the Corps Participation Credit sign placed along the entry road into the facility.



This section includes state, county, municipal parks, wildlife management and conservation areas, and historical sites that are on Corps land and open to the public, but leased out to and managed by a nonfederal public government body.

Project Identification and the Use of Standard Agency Signs

Agencies without their own sign standards may use the Corps Sign Standards or another system. The proposed signs should meet the general visual requirements for sign format, legend consistency, visual acuity, and color as described in Principles and Guidelines,

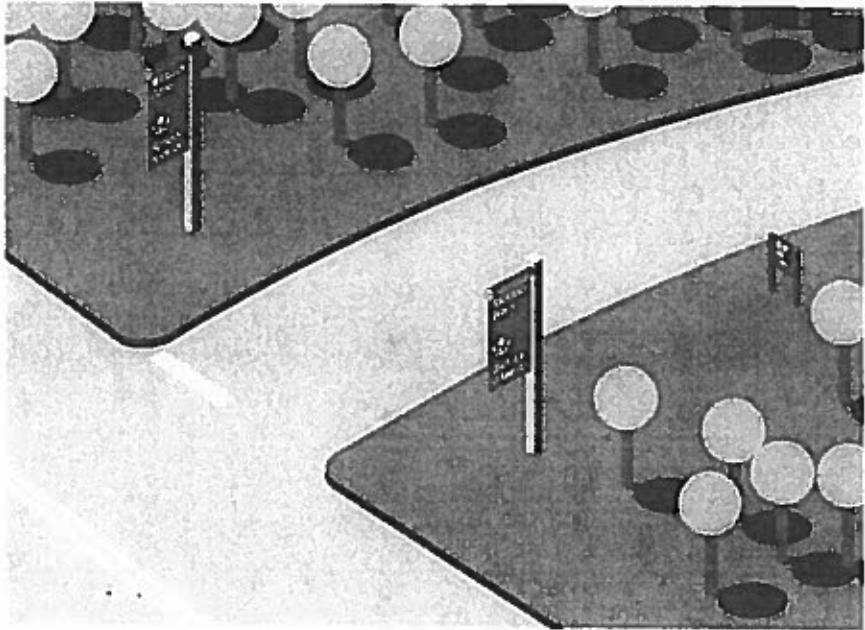
Section 2 of this manual. The signs should be visually appropriate to the site, well-crafted, and made of durable materials. Signage should be visually consistent throughout the leased areas. Refer to Section 5 for appropriate identification signs.

Roadway Directional Signs

All directional signs on project lands outside leased areas will be made part of the overall Corps project sign plan. Cost sharing and implementation of directional signs with lessees will be made part of the lease agreement on a site-by-site basis and are the Corps responsibility.

On Approach and Project Roadway
Directional signs, facilities will be identified generically. For placement guidelines, refer to page 2-6 and Section 6.

This illustration shows a formal entry portal identifying a large Boy Scout Camp with the Corps Participation Credit sign placed along the entry road for viewing once drivers enter the facility.



This includes campgrounds and recreation facilities leased to churches, YMCA's, Boy Scouts, Little Leagues and other nonprofit groups for their program activities.

These types of facilities will generally require minimal signage because of limited access by the general public. Where appropriate, the Corps Sign Standards may be adopted.

Project Identification Signs

If a lessee or cooperating sponsor elects to use a facility identification sign of their own design, the overall size, material and mounting methods should be similar in character to Corps Sign Standards. A Corps Participating Credit sign as shown on pages 5-18 and 5-19 shall be placed on the adjacent entry road.

If the Corps Standard Identification sign is used to identify this location, the format should follow the guidelines described in Section 5, page 5-2, example (c). This specifies that the facility shall be identified on the primary legend. The cooperative sponsor and its relationship to the project will be identified on the secondary legend. Another option is to use the Corps Identification Sign with Partner Logo(s) in Section 5, which displays both the Corps and the partner's logo.

Roadway Directional Signs

All directional signs on project lands outside leased areas will be made part of the overall Corps project sign plan. Cost sharing and implementation of directional signs with lessees will be made part of the lease agreement on a site-by-site basis and are the Corps responsibility.

On Approach and Project Roadway Directional signs, facilities will be identified generically. For placement guidelines, refer to page 2-6 and Section 6.

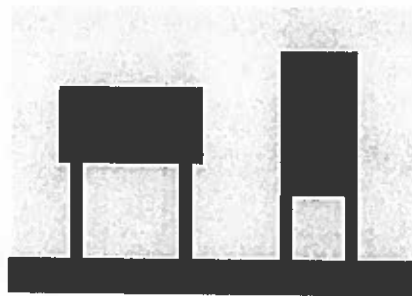
This section summarizes the signage principles for leased commercial areas such as marinas and commercial campgrounds, as well as for concessions within a Corps recreation area including: tackle shops, snack bars, and marine services. Commercial concessionaires will be responsible for their own sign installation. The basic principles as described in Section 2 of this manual should be followed, but the signs should be of their own design.

Individual concessions within a Corps managed location such as a tackle shop or snack bar that adjoins a multipurpose recreation site should be identified generically and may use Corps Sign Standards for all applicable ancillary signs. These include parking and no parking, traffic, safety and symbol signs and incorporate all mounting and material specifications as shown in the manual. All directional signs on project lands outside the leased areas will be made part of the overall Corps project sign plan; cost sharing and implementation of directional signs with lessees will be made part of the lease agreement on a site-by-site basis and are the Corps responsibility.

Commercial Identification Sign Standards

Identification of any commercial installation within a Corps project should be made in direct proximity to the facility as a ground-mounted sign adjacent to the entranceway or structure. Ideally, these signs are placed on double-face sign panels mounted perpendicular to the sight-lines of approaching viewers.

Main identification signs should be designed and sized to meet the objective of providing adequate information to the public with the least possible disturbance of the environment along the road and with no interference with highway safety and operation. The sign should be of a simple design that is appropriate to the environment. Basic guidelines for size and placement of signs at a commercial facility on a Corps project are described below (for service stations see the special guidelines provided in this section).



Interior Project Roads

Maximum 24 square feet per side and not exceeding 8 feet in one dimension; each face should be the same size and shape.

Two Lane Roads with Posted Speed Limit

35 mph or greater: maximum 32 square feet per side and not exceeding 8 feet in one dimension; each face shall be the same size and shape.

Four Lane Roads and Highways

Maximum 48 square feet per side and not exceeding 10 feet in one dimension; each face shall be the same size and shape.

Location

Main entrance signs are generally placed perpendicular to the approaching viewer and immediately adjacent to the entry to the facility. If the sign is located within a roadside zone, it must not create a visual hazard which will interfere with safety, visibility or operation of highway or entrance road. Any sign located within the public right of way will require approval from the government jurisdiction responsible.

Within a leased area, signs may be attached to buildings but ground-mounted signs in the front of the facility are preferred.

All main entrance signs are to be permanently affixed. No trailer-mounted or removable signs are allowed.

Top of Signs

Signs should generally be mounted low to the ground, with a recommended height to base above grade level to be between 36"-54". Top of signs should not exceed 14 feet unless prevailing snow conditions require that the sign be mounted higher.

Wording

Information is confined to the name and type of business, special service or facility. Lessees are not to post any signs that include logotypes or advertising of commercial products such as soft drinks, cigarettes, alcoholic beverages, sports equipment, etc.

Lettering

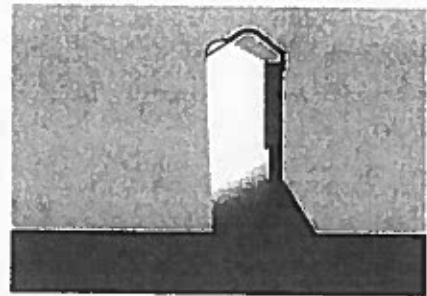
See recommended legend size chart on page 2-6.

Color

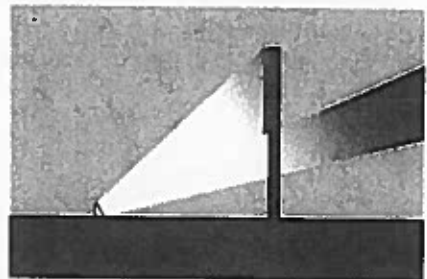
Panels should be appropriate to the environment; providing adequate visibility without garishness. Suggested options include weathered redwood or cedar sign panels or enamels in muted colors or natural earth tones with lettering of sufficient contrast for good legibility.

Lighting

Internally illuminated signs are discouraged. Retroreflective letters are permitted. Externally illuminated or indirect lighting is permitted when adequate visibility cannot be obtained by use of retroreflective letters or background. If possible, the light source should be concealed.



Lamps mounted on mast-arms create a cluttered looking sign assembly. It's also difficult to control over glow and glare from this type of lighting assembly.



The preferred method for lighting a sign panel is using concealed ground-mounted fixtures. This provides enough light without glare or over glow.

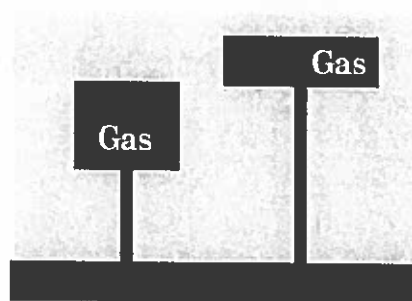
Signage for service stations and marine gas docks will be governed by the following special standards.

Identification

The Corps may authorize the placement of one double-face company sign, mounted perpendicular to approaching traffic, within the service area. Where it is desirable from a public service standpoint, the gasoline brand name information or trademark may be displayed, but is limited to one sign as part of the identification. It is intended that the signs will be the usual type of brand symbol furnished by the oil companies. They may be indirectly lighted or internally illuminated. Gasoline pumps may be painted the usual company colors and may have the usual company markings.

Size and Mounting

The size of oil company brand name identification signs will be no larger than 21 square feet per side. Double-face signs are permitted. Ground-mounted signs with a 36-54" height above grade level are preferable. Top of pole mounted signs shall not exceed 10 feet above grade unless terrain and/or vegetation requires that the sign be mounted higher.



Lighting

Flashing or neon lights will not be permitted. Floodlights used for illuminating nighttime service areas must have a concealed light source to prevent overflow beyond the designated area and to keep from blinding approaching drivers or boaters.

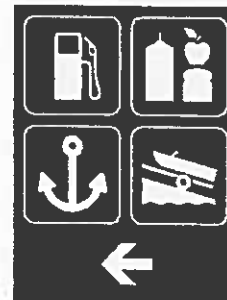
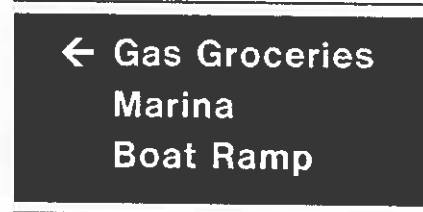
Roadway Directional Signs

All directional signs on project lands outside leased areas will be made part of the overall Corps project sign plan. Cost sharing and implementation of directional signs with lessees will be made part of the lease agreement on a site-by-site basis and are the Corps responsibility.

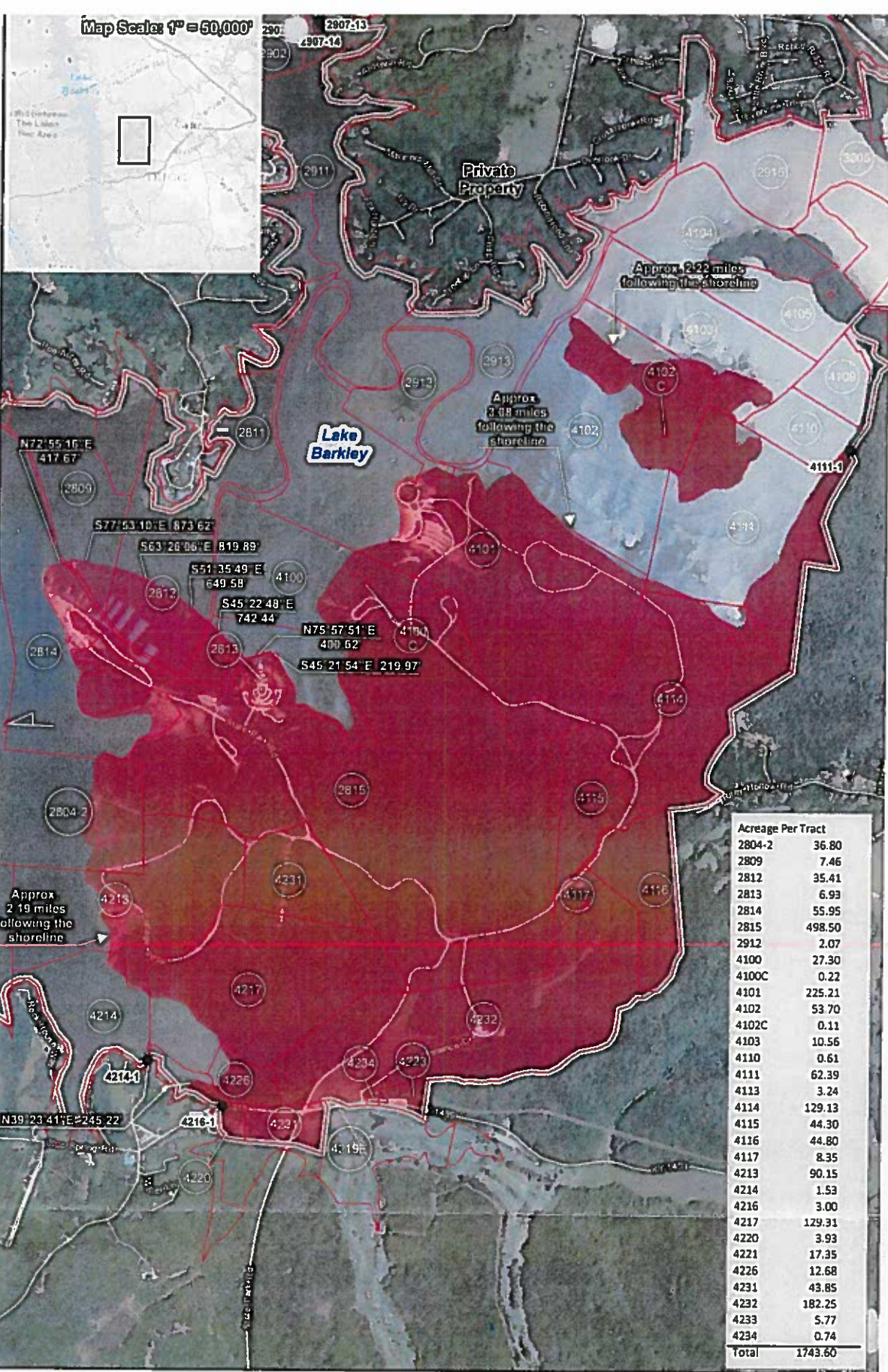
On Approach and Project Roadway Directional signs, facilities will be identified generically. For placement guidelines, refer to page 2-6 and Section 6.

Multiple Facilities at One Location

A difficult signing problem develops where more than one private concession is entered at a single approach. To reduce pressures for the "Venetian Blind" type of resort signs, the Corps should place approach roadway directionals near the entranceway giving motorists adequate information so that each individual concessionaire does not feel it necessary to make an individual statement at these locations.



Map Scale: 1" = 50,000'



Acreage Per Tract	
2804-2	36.80
2809	7.46
2812	35.41
2813	6.93
2814	55.95
2815	498.50
2912	2.07
4100	27.30
4100C	0.22
4101	225.21
4102	53.70
4102C	0.11
4103	10.56
4110	0.61
4111	62.39
4113	3.24
4114	129.13
4115	44.30
4116	44.80
4117	8.35
4213	90.15
4214	1.53
4216	3.00
4217	129.31
4220	3.93
4221	17.35
4226	12.68
4231	43.85
4232	182.25
4233	5.77
4234	0.74
Total	1743.60

Legend

- Monuments
- Tracts
- Government Boundary Line
- Lease = +/- 1743.60 ac



U.S. ARMY ENGINEER DISTRICT
NASHVILLE DISTRICT CORPS OF ENGINEERS
REAL ESTATE DIVISION

SCALE 1" = 1700'	COUNTY Trigg Kentucky
DATE October 2015	MAPPER Cathy Keith

Barkley Dam and Lake Barkley

Lease = +/- 1743.60 ac
DACW62-1-15-0363
to
Kentucky Department of Parks
for
Lake Barkley State Park

Exhibit "A"

EXHIBIT C

Appendix A to Part 13—Contract Clause

The following clause shall be included by the contracting agency in every contract, contract-like instrument, and solicitation to which Executive Order 13706 applies, except for procurement contracts subject to the Federal Acquisition Regulation (FAR):

(a) Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

(b) *Paid Sick Leave*. (1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

(c) *Withholding*. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed

to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

(d) *Contract Suspension/Contract Termination/Contractor Debarment*. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) *Recordkeeping*. (1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each

employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S.

Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the

assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) *Certification of Eligibility.* (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) *Interference/Discrimination.* (1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) *Waiver*. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

(l) *Notice*. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) *Disputes concerning labor standards*. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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shall determine whether an order imposing debarment is appropriate.

(d) *Finality.* The decision of the Administrative Review Board shall become the final order of the Secretary.

§ 10.58 Administrator ruling.

(a) Questions regarding the application and interpretation of the rules contained in this part may be referred to the Administrator, who shall issue an appropriate ruling. Requests for such rulings should be addressed to the Administrator, Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210.

(b) Any interested party may appeal to the Administrative Review Board for review of a final ruling of the Administrator issued under paragraph (a) of this section. The petition for review shall be filed with the Administrative Review Board within 30 calendar days of the date of the ruling.

APPENDIX A TO 29 CFR PART 10— CONTRACT CLAUSE

The following clause shall be included by the contracting agency in every contract, contract-like instrument, and solicitation to which Executive Order 13658 applies, except for procurement contracts subject to the Federal Acquisition Regulation (FAR):

(a) *Executive Order 13658.* This contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

(b) *Minimum Wages.* (1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(1) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(1) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall

ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the FEDERAL REGISTER no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(c) *Withholding.* The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) *Contract Suspension/Contract Termination/Contractor Debarment.* In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of

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29 CFR Subtitle A (7-1-15 Edition)

Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

(g) *Payroll Records.* (1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s)

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) *Certification of Eligibility.* (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) *Tipped employees.* In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

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(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) *Antiretaliation.* It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) *Disputes concerning labor standards.* Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) *Notice.* The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

PART 11—DEPARTMENT OF LABOR NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE PROCEDURES

Subpart A—General Provisions

Sec.

- 11.1 Purpose and scope.
- 11.2 Applicability.
- 11.3 Responsible agency officials.

Subpart B—Administrative Procedures

- 11.10 Identification of agency actions.
- 11.11 Development of environmental analyses and documents.
- 11.12 Content and format of environmental documents.
- 11.13 Public participation.
- 11.14 Legislation.

AUTHORITY: NEPA, (42 U.S.C. 4321 *et seq.*), Executive Order 11514, Protection and Enhancement of Environmental Quality (March 5, 1970, as amended by Executive Order 11991, May 24, 1977) and Council on Environmental Quality Regulations (National Environmental Policy Act, Implementation of Procedural Provisions) 40 CFR parts 1500-1508 (43 FR 55978).

SOURCE: 45 FR 51188, Aug. 1, 1980, unless otherwise noted.

Subpart A—General Provisions

§ 11.1 Purpose and scope.

(a) The National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321 *et seq.*) directs that, "to the fullest extent possible, * * * the policies, regulations and public laws of the United States shall be interpreted and administered in accordance with the policies set forth" in the Act for the preservation of the environment. As a means for achieving this objective, Executive Order 11991 of May 24, 1977 (amending E.O. 11514 of March 5, 1970) directed the Council on Environmental Quality (CEQ) to issue uniform regulations for implementation of NEPA by all Federal agencies. These regulations were published in final form on November 29, 1978 (43 FR 55978) as 40 CFR parts 1500-1508. The CEQ's NEPA regulations require that each Federal agency adopt implementing procedures to supplement their regulations (40 CFR 1507.3). Accordingly, the purpose of this part is to prescribe procedures to be followed by Department of Labor agencies when